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PATENT

Docket No.: IRDM.029CPCDCP

DEC 17 2004

CUSTOMER NO. 20995

Applicant : Sampsell, et al.  
U.S. App. No. : 10/644,312  
Filed : August 19, 2003  
Group Art Unit : 2673  
For : SEPARABLE MODULATOR  
Examiner : Unknown

## CERTIFICATE OF FAX TRANSMISSION

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December 17, 2004

  
Mark M. Abumeri Reg. No. 43,458

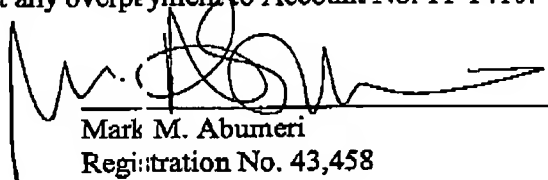
## TRANSMITTAL LETTER

Commissioner for Patents  
PO Box 1450  
Alexandria, VA 22313-1450

Dear Sir:

Enclosed for filing please find:

- (X) Establishment of Right of Assignee to Take Action and Revocation and Power of Attorney (2 pages).
- (X) A first assignment executed by Jeffrey Brian Sampsell, Mark W. Miles, Clarence Chui and Manish Kothari on August 14, 2003 (2 pages)
- (X) A second assignment executed by Iridigm Display Corporation to IDC, LLC on October 1, 2004 (5 pages).
- (X) The Commissioner is hereby authorized to charge any additional fees which may be required, now or in the future, or credit any overpayment to Account No. 11-1410.

  
Mark M. Abumeri  
Registration No. 43,458  
Attorney of Record  
Customer No. 20,995  
(615) 235-8550

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DEC 17 2004

IRDM.029CPCDCP

PATENT

## IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant	:	Jeffrey Sampsell, et al.	)
			)
U.S. App. No. :		10/644,312	)
			)
Group Art Unit:		2673	)
			)
Filed	:	August 19, 2003	)
			)
For	:	SEPARABLE MODULATOR	)
			)
Examiner	:	Unknown	)

ESTABLISHMENT OF RIGHT OF ASSIGNEE TO TAKE ACTION  
AND  
REVOCATION AND POWER OF ATTORNEY

Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

Dear Sir:

The undersigned is empowered to act on behalf of the assignee below (the "Assignee"). A true copy of the original assignment(s) and/or merger document(s) (hereinafter collectively the "Assignment") of the above-captioned application from the inventor(s) to the Assignee is attached hereto. This Assignment represents the entire chain of title of this invention from the Inventor(s) to the Assignee.

I declare that all statements made herein are true, and that all statements made upon information and belief are believed to be true, and further, that these statements were made with the knowledge that willful, false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. § 1001, and that willful, false statements may jeopardize the validity of the application, or any patent issuing thereon.

The undersigned hereby revokes any previous powers of attorney in the subject application, and hereby appoints the registrants of Knobbe, Martens, Olson & Bear, LLP, 2040

U.S. App. No. : 10/644,312  
Filed : August 19, 2003

Main Street, Fourteenth Floor, Irvine, California 92614, Telephone (949) 760-0404, Customer No. 20,995, as its attorneys with full power of substitution and revocation to prosecute this application and to transact all business in the U.S. Patent and Trademark Office connected herewith. This appointment is to be to the exclusion of the inventor(s) and his attorney(s) in accordance with the provisions of 37 C.F.R. § 3.71.

Please use Customer No. 20,995 for all communications.

IDC, LLC

Dated: November 22, 2004

By: 

Name: ALFRED P. HILDEBRAND

Title: PRESIDENT

Address: 2415 Third Street, Suite 235  
San Francisco, CA 94107

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PATENT APPLICATION  
Attorney Do. No. 5093-002

**ASSIGNMENT**

**Assignor:** Jeffrey Brian Sampsell  
**Address:** 1310 Minnesota Street, #204  
San Francisco, California 94107

**Assignor:** Mark W. Miles  
**Address:** Bldg. 43 Fort Mason  
San Francisco, CA 94123

**Assignor:** Clarence Chui  
**Address:** 1954 Los Altos Drive  
San Mateo, California 94402

**Assignor:** Manish Kothari  
**Address:** 811 Mediterranean Lane  
Redwood City, California 94065

**Assignee:** Iridigm Display Corporation  
2415 3<sup>rd</sup> St., Suite 235  
San Francisco, California 94107

**Title of  
Invention:** SEPARABLE MODULATOR

**U.S. Patent Application:**


Application Serial No.:  
Filing Date:

For good and valuable consideration, the receipt of which is hereby acknowledged, the above-named Assignor hereby sells, assigns and transfers to Assignee, the full and exclusive right, title and interest in and to the above-identified invention, patent application and patent rights throughout the world, including foreign patent priority rights; said invention, application and letters patent in this or any foreign country, and all divisions, continuations, reissues, non-provisionals and extensions thereof, to be held and enjoyed by Assignee, for its own use and benefit, and for its successors and assigns to the full end of the term for which letters patent may be granted in this or any foreign country, as fully and entirely as the same would have been held by Assignor had this assignment and sale not been made, and covenant that Assignor has full right so to do, and agree that Assignor will communicate to Assignee, or its successors and assigns, any facts known to Assignor respecting said invention, and testify in any legal

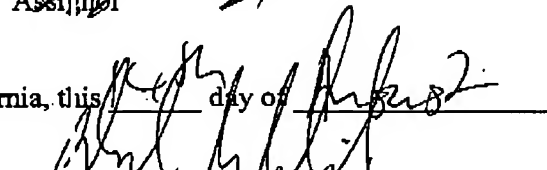
proceeding, sign all lawful papers, execute all divisional, continuing, non-provisional and reissue applications, make all rightful oaths, and do everything possible to aid Assignee, its successors and assigns to obtain and enforce proper patent protection for said invention in this or any foreign country.

In the event that the patent application filing date or serial number is not known at the time this document is executed, Assignor hereby grants permission to the attorneys of record in the patent application to fill in the filing date and/or serial number above, and to record this assignment after such information is added.

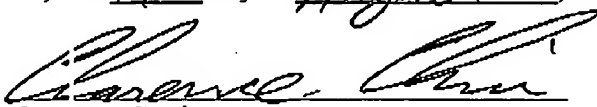
2003. Executed at San Francisco, California, this 14<sup>th</sup> day of August,

  
Jeffrey B. Sampsell  
Assignor

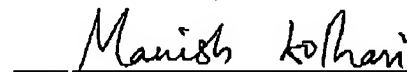
2003. Executed at San Francisco, California, this 14<sup>th</sup> day of August,

  
Mark W. Miles  
Assignor

2003. Executed at San Francisco, California, this 14<sup>th</sup> day of August,

  
Clarence Chui  
Assignor

2003. Executed at San Francisco, California, this 14<sup>th</sup> day of August,

  
Manish Kothari  
Assignor

## PATENT ASSIGNMENT

This PATENT ASSIGNMENT (the "Assignment") dated October 1, 2004 (the "Effective Date") is made by IRIDIGM DISPLAY CORPORATION, a Delaware corporation (the "Assignor") to IDC, LLC, a Delaware limited liability company (the "Assignee").

### INTRODUCTION

The Assignor has certain ownership interests in the patents and patent applications listed on Exhibit A.

The parties desire to have a recordable instrument assigning from the Assignor to the Assignee all of the Assignor's ownership interests in and to the patents and patent applications listed on Exhibit A and any and all provisionals, continuations, divisions, continuation-in-parts, reissues, reexaminations, extensions, substitutions, and foreign counterparts thereof, including all United States and foreign patents issuing therefrom, and with respect to all European Patent Convention patents and patent applications, including corresponding rights in national patents in any member state in which the European Patent, when granted, is nationalized (all of the foregoing, collectively, the "Patents").

### AGREEMENT

NOW, THEREFORE, in accordance with the obligations to assign the Patents and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor agrees to the foregoing and as follows:

1. The Assignor does and will sell, assign and transfer to Assignee, the Assignor's entire ownership interest in and to each of the Patents, including, without limitation, the rights to file foreign applications directly in the name of the Assignee and to claim for any such foreign applications any priority rights to which such applications are entitled under international conventions, treaties, or otherwise.
2. The Assignor agrees that, upon request and without further compensation, and at the expense of the Assignor, the Assignor and the Assignor's legal representatives and assigns will do all lawful acts, including the execution of papers and the giving of testimony, that may be necessary or desirable for obtaining, sustaining, reissuing, or enforcing each of the Patents in the United States and throughout the world, and for perfecting, recording, or maintaining the title of Assignee, and Assignee's successors and assigns, in and to each of the Patents in the United States and throughout the world. In the event that Assignor is unable for any reason to secure an Assignor's signature to any document that may be necessary or desirable for obtaining, sustaining, reissuing, or enforcing each of the Patents in the United States and throughout the world, or for perfecting, recording, or maintaining the title of Assignee, and Assignee's successors and assigns, in and to each of the Patents in the United States and throughout the world, the Assignor hereby irrevocably designates and appoints Assignee and Assignee's duly authorized officers and agents as the Assignor's agents and attorneys-in-fact to act for and on the

Assignor's behalf and instead of the Assignor to execute such document, all with the same legal force and effect as if executed by the Assignor.

3. The Assignor authorizes and requests the Assistant Commissioner for Patents of the United States and the various counterparts thereof throughout the world to issue and/or grant any Letters Patent granted for each of the Patents to Assignee, its successors and assigns, as the assignee of the entire interest in such Patents.

IRIDIGM DISPLAY CORPORATION

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

*[Signature]*

JOHN BATES

CHIEF OPERATING OFFICER

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